



RECORDATION NO. 25441-C FILED

DEC 07 '06

10-45 AM

SURFACE TRANSPORTATION BOARD

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December 5, 2006
VIA UPS NEXT DAY AIR

Mr. Vernon A. Williams
Secretary
Office of the Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423



Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are one executed original and two photostatic copies of the Memorandum of Assignment of Lease, dated as of December 1, 2006 (the "Memorandum") between The CIT Group/Equipment Financing, Inc., as Transferor, and Citicorp Railmark, Inc., as Transferee, which Memorandum is a secondary document as defined in the Surface Transportation Board's Rules for the Recordation of Documents. The enclosed Memorandum relates to (i) that certain Master Net Railcar Lease, dated as of October 13, 2004, between MMA Rolling Stock Corporation, as lessee, and The CIT Group/Equipment Financing, Inc., as lessor (the "Lease Agreement"), and Schedule No. 01 thereto, dated as of October 13, 2004 (the "Schedule"), which was entered into between The CIT Group/Equipment Financing, Inc., as lessor, and MMA Rolling Stock Corporation, as lessee. The Schedule and the Lease Agreement, as it relates to the Schedule, are collectively referred to as the "Lease". A Memorandum of Railcar Lease, dated as of October 13, 2004, with respect to the Lease was filed with the Surface Transportation Board on February 7, 2005 and assigned recordation number 25441. The Lease was assigned by MMA Rolling Stock Corporation to Montreal Maine and Atlantic Railway, Ltd.

The names and address of the parties to the enclosed Memorandum are:

Transferor: The CIT Group/Equipment Financing, Inc.
505 Fifth Avenue
New York, NY 10017

Transferee: Citicorp Railmark, Inc.
388 Greenwich Street, 20th Floor
New York, NY 10013

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 to the Memorandum.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.



Mr. Vernon A. Williams
December 5, 2006
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Kindly return two stamped photostatic copies of the Memorandum and the stamped photostatic copy of this letter to David Singer at DLA Piper US LLP, 203 North LaSalle Street, Suite 1900, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Secondary Document to be Recorded

Memorandum of Assignment of Lease, dated as of December 1, 2006, between The CIT Group/Equipment Financing, Inc., as Transferor, and Citicorp Railmark, Inc., as Transferee.

Document to Which the Secondary Document Relates

Memorandum of Railcar Lease, dated as of October 13, 2004, between The CIT Group/Equipment Financing, Inc., as Lessor, and MMA Rolling Stock Corporation, as Lessee, which was filed with the Surface Transportation Board on February 7, 2005 and assigned recordation number 25441.

Very truly yours,

DLA Piper US LLP

A handwritten signature in black ink, appearing to read 'David E. Singer'.

David E. Singer

Enclosures

DEC 07 '06

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SURFACE TRANSPORTATION BOARD [MMA]

MEMORANDUM OF ASSIGNMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE dated as of this 1st day of December, 2006, is made by THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation, with an address at 505 Fifth Avenue, New York, New York 10017 (the "Transferor"), and CITICORP RAILMARK, INC., a Delaware corporation, with an address at 388 Greenwich Street, 20th Floor, New York, New York 10013 (the "Transferee" and, together with the Transferor, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Transferor and Transferee entered into that certain Purchase Agreement (the "Purchase Agreement") dated as of October 31, 2006 relating to the sale by Transferor to Transferee of 125 box cars identified on Schedule 1 (the "Equipment") and the assignment by Transferor and assumption by Transferee of Transferor's right, title and interest in, and obligations under, the Master Net Railcar Lease, dated as of October 13, 2004, between MMA Rolling Stock Corporation ("MMA"), as lessee, and Transferor, as lessor (the "Lease Agreement"), and Schedule No. 01 thereto, dated as of October 13, 2004 (the "Schedule"), between Transferor, as lessor, and MMA, as lessee. The Schedule and the Lease Agreement, as it relates to the Schedule, are collectively referred to as the "Lease". The Lease was assigned by MMA to The Montreal, Maine and Atlantic Railway, Ltd.

WHEREAS, the Equipment is subject to the Lease.

WHEREAS, a Memorandum of Railcar Lease dated as of October 13, 2004 with respect to the Lease was filed with the Surface Transportation Board on February 7, 2005 and assigned recordation number 25441.

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid assignment by Transferor of its right, title and interest in, and obligations under, the Lease to Transferee, and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

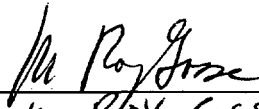
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument the Transferor hereby confirms the sale of the Equipment to Transferee and the assignment to Transferee of Transferor's right, title and interest in, and obligations under, the Lease in accordance with the terms and conditions of the Purchase Agreement, and the Transferee confirms and accepts such terms and conditions, which are incorporated by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferor. I further declare under penalty of perjury that the foregoing is true and correct.

THE CIT GROUP/EQUIPMENT
FINANCING, INC.

By: 
Name: Mr. Roy Gosse
Title: Vice President

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferee. I further declare under penalty of perjury that the foregoing is true and correct.

CITICORP RAILMARK, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferor. I further declare under penalty of perjury that the foregoing is true and correct.

THE CIT GROUP/EQUIPMENT
FINANCING, INC.

By: _____
Name: _____
Title: _____

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferee. I further declare under penalty of perjury that the foregoing is true and correct.

CITICORP RAILMARK, INC.

By: Thomas Paulicki
Name: THOMAS PAULICKI
Title: SENIOR VICE PRESIDENT

SCHEDULE 1
TO THE MEMORANDUM OF ASSIGNMENT OF LEASE

EQUIPMENT

One hundred twenty-five (125) 50' Plate C box cars with 10' sliding doors bearing the following road marks and numbers:

	<u>Old Mark</u>	<u>Old Number</u>	<u>New Mark</u>	<u>New Number</u>
1	MEC	20150	MMA	20150
2	MEC	20151	MMA	20151
3	MEC	20152	MMA	20152
4	MEC	20153	MMA	20153
5	MEC	20154	MMA	20154
6	MEC	20155	MMA	20155
7	MEC	20156	MMA	20156
8	MEC	20157	MMA	20157
9	MEC	20158	MMA	20158
10	MEC	20159	MMA	20159
11	MEC	20160	MMA	20160
12	MEC	20161	MMA	20161
13	MEC	20163	MMA	20163
14	MEC	20164	MMA	20164
15	MEC	20165	MMA	20165
16	MEC	20166	MMA	20166
17	MEC	20167	MMA	20167
18	MEC	20168	MMA	20168
19	MEC	20170	MMA	20170
20	MEC	20172	MMA	20172
21	MEC	20173	MMA	20173
22	MEC	20176	MMA	20176
23	MEC	20182	MMA	20182
24	MEC	20184	MMA	20184
25	MEC	20192	MMA	20192
26	MEC	20194	MMA	20194
27	MEC	20195	MMA	20195
28	MEC	20196	MMA	20196
29	MEC	20198	MMA	20198
30	MEC	20199	MMA	20199
31	MEC	20200	MMA	20200
32	MEC	20201	MMA	20201
33	MEC	20202	MMA	20202
34	MEC	20203	MMA	20203
35	MEC	20204	MMA	20204
36	MEC	20205	MMA	20205

	<u>Old Mark</u>	<u>Old Number</u>	<u>New Mark</u>	<u>New Number</u>
37	MEC	20206	MMA	20206
38	MEC	20207	MMA	20207
39	MEC	20212	MMA	20212
40	MEC	20215	MMA	20215
41	MEC	20216	MMA	20216
42	MEC	20217	MMA	20217
43	MEC	20218	MMA	20218
44	MEC	20219	MMA	20219
45	MEC	20220	MMA	20220
46	MEC	20223	MMA	20223
47	MEC	20226	MMA	20226
48	MEC	20227	MMA	20227
49	MEC	20228	MMA	20228
50	MEC	20230	MMA	20230
51	MEC	20231	MMA	20231
52	MEC	20233	MMA	20233
53	MEC	20237	MMA	20237
54	MEC	20239	MMA	20239
55	MEC	20240	MMA	20240
56	MEC	20242	MMA	20242
57	MEC	20243	MMA	20243
58	MEC	20244	MMA	20244
59	MEC	20245	MMA	20245
60	MEC	20246	MMA	20246
61	MEC	20247	MMA	20247
62	MEC	20248	MMA	20248
63	MEC	20249	MMA	20249
64	MEC	20250	MMA	20250
65	MEC	20252	MMA	20252
66	MEC	20253	MMA	20253
67	MEC	20254	MMA	20254
68	MEC	20255	MMA	20255
69	MEC	20257	MMA	20257
70	MEC	20258	MMA	20258
71	MEC	20260	MMA	20260
72	MEC	20261	MMA	20261
73	MEC	20262	MMA	20262
74	MEC	20263	MMA	20263
75	MEC	20265	MMA	20265
76	MEC	20266	MMA	20266
77	MEC	20267	MMA	20267
78	MEC	20268	MMA	20268

	<u>Old Mark</u>	<u>Old Number</u>	<u>New Mark</u>	<u>New Number</u>
79	MEC	20269	MMA	20269
80	MEC	20271	MMA	20271
81	MEC	20273	MMA	20273
82	MEC	20275	MMA	20275
83	MEC	20276	MMA	20276
84	MEC	20280	MMA	20280
85	MEC	20281	MMA	20281
86	MEC	20282	MMA	20282
87	MEC	20287	MMA	20287
88	MEC	20288	MMA	20288
89	MEC	20289	MMA	20289
90	MEC	20290	MMA	20290
91	MEC	20295	MMA	20295
92	MEC	20296	MMA	20296
93	MEC	20297	MMA	20297
94	MEC	20298	MMA	20298
95	MEC	20299	MMA	20299
96	MEC	20300	MMA	20300
97	MEC	20304	MMA	20304
98	MEC	20305	MMA	20305
99	MEC	20306	MMA	20306
100	MEC	20307	MMA	20307
101	MEC	20308	MMA	20308
102	MEC	20309	MMA	20309
103	MEC	20311	MMA	20311
104	MEC	20312	MMA	20312
105	MEC	20314	MMA	20314
106	MEC	20317	MMA	20317
107	MEC	20318	MMA	20318
108	MEC	20319	MMA	20319
109	MEC	20322	MMA	20322
110	MEC	20324	MMA	20324
111	MEC	20326	MMA	20326
112	MEC	20327	MMA	20327
113	MEC	20328	MMA	20328
114	MEC	20330	MMA	20330
115	MEC	20335	MMA	20335
116	MEC	20336	MMA	20336
117	MEC	20337	MMA	20337
118	MEC	20339	MMA	20339
119	MEC	20340	MMA	20340
120	MEC	20341	MMA	20341

	<u>Old Mark</u>	<u>Old Number</u>	<u>New Mark</u>	<u>New Number</u>
121	MEC	20342	MMA	20342
122	MEC	20345	MMA	20345
123	MEC	20346	MMA	20346
124	MEC	20347	MMA	20347
125	MEC	20348	MMA	20348